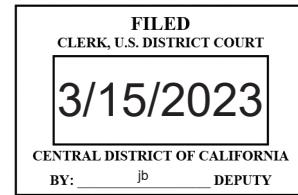


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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CARRIE L. TOLSTEDT,

Defendant.

No. CR 2:23-cr-00115-JLS

PLEA AGREEMENT FOR DEFENDANT
CARRIE L. TOLSTEDT

1. This constitutes the plea agreement between Carrie L. Tolstedt ("defendant") and the United States Attorneys' Offices for the Central District of California and the Western District of North Carolina (collectively, the "USAO") in the investigation of criminal conduct pertaining to defendant's role as head of the Community Bank at Wells Fargo Bank, N.A. This agreement is limited to the USAO and

1 cannot bind any other federal, state, local, or foreign prosecuting,
2 enforcement, administrative, or regulatory authority.¹

3 RULE 11(c)(1)(C) AGREEMENT

4 2. Defendant understands that this agreement is entered into
5 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).

6 Accordingly, defendant understands that, if the Court determines that
7 it will not accept this agreement, absent a breach of this agreement
8 by defendant prior to that determination and whether or not defendant
9 elects to withdraw any guilty plea entered pursuant to this
10 agreement, this agreement will, with the exception of paragraph 22
11 below, be rendered null and void and both defendant and the USAO will
12 be relieved of their obligations under this agreement. Defendant
13 agrees, however, that if defendant breaches this agreement prior to
14 the Court's determination whether or not to accept this agreement,
15 the breach provisions of this agreement, paragraphs 25 and 26 below,
16 will control, with the result that defendant will not be able to
17 withdraw any guilty plea entered pursuant to this agreement, the USAO
18 will be relieved of all of its obligations under this agreement, and
19 the Court's failure to follow any recommendation or request regarding
20 sentence set forth in this agreement will not provide a basis for
21 defendant to withdraw defendant's guilty plea.

22 DEFENDANT'S OBLIGATIONS

23 3. Defendant agrees to:

24

25
26 ¹ The United States Attorney's Office for the Northern District
27 of California (NDCA) is recused from this matter. NDCA prosecutors
28 who participate in this matter do so only pursuant to authorization
from the General Counsel, Executive Office for the United States
Attorneys, and at the discretion and under the direction of the
United States Attorney's Office for the Central District of
California.

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a one-count information in the form
4 attached to this agreement as Exhibit A or a substantially similar
5 form, which charges defendant with obstruction of a bank examination,
6 in violation of 18 U.S.C. § 1517.

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement and affirmatively recommend to the Court that it
10 impose sentence consistent with paragraph 14 of this agreement.

11 d. Appear for all court appearances, surrender as ordered
12 for service of sentence, obey all conditions of any bond, and obey
13 any other ongoing court order in this matter.

14 e. Not commit any crime; however, offenses that would be
15 excluded for sentencing purposes under United States Sentencing
16 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
17 within the scope of this agreement.

18 f. Be truthful at all times with the United States
19 Probation and Pretrial Services Office and the Court.

20 g. Pay the applicable special assessment at or before the
21 time of sentencing unless defendant has demonstrated a lack of
22 ability to pay such assessments.

23 THE USAO'S OBLIGATIONS

24 4. The USAO agrees to:

25 a. Not contest facts agreed to in this agreement.

26 b. Abide by all agreements regarding sentencing contained
27 in this agreement and affirmatively recommend to the Court that it
28 impose sentence consistent with paragraph 14 of this agreement.

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

8 8. Defendant understands that, by pleading guilty, defendant
9 may be giving up valuable government benefits and valuable civic
10 rights, such as the right to vote, the right to possess a firearm,
11 the right to hold office, and the right to serve on a jury.
12 Defendant understands that she is pleading guilty to a felony and
13 that it is a federal crime for a convicted felon to possess a firearm
14 or ammunition. Defendant understands that the conviction in this
15 case may also subject defendant to various other collateral
16 consequences, including but not limited to revocation of probation,
17 parole, or supervised release in another case and suspension or
18 revocation of a professional license. Defendant understands that
19 unanticipated collateral consequences will not serve as grounds to
20 withdraw defendant's guilty plea.

21 9. Defendant and her counsel have discussed the fact that, and
22 defendant understands that, if defendant is not a United States
23 citizen, the conviction in this case makes it practically inevitable
24 and a virtual certainty that defendant will be removed or deported
25 from the United States. Defendant may also be denied United States
26 citizenship and admission to the United States in the future.
27 Defendant understands that while there may be arguments that
28 defendant can raise in immigration proceedings to avoid or delay

1 removal, removal is presumptively mandatory and a virtual certainty
2 in this case. Defendant further understands that removal and
3 immigration consequences are the subject of a separate proceeding and
4 that no one, including her attorney or the Court, can predict to an
5 absolute certainty the effect of her conviction on her immigration
6 status. Defendant nevertheless affirms that she wants to plead
7 guilty regardless of any immigration consequences that her plea may
8 entail, even if the consequence is automatic removal from the United
9 States.

10 FACTUAL BASIS

11 10. Defendant admits that defendant is, in fact, guilty of the
12 offense to which defendant is agreeing to plead guilty. Defendant
13 and the USAO agree to the statement of facts provided below and agree
14 that this statement of facts is sufficient to support a plea of
15 guilty to the charge described in this agreement and to establish the
16 Sentencing Guidelines factors set forth in paragraph 12 below but is
17 not meant to be a complete recitation of all facts relevant to the
18 underlying criminal conduct or all facts known to either party that
19 relate to that conduct.

20 Background

21 Wells Fargo & Company ("Wells Fargo") was a publicly traded
22 financial services corporation that wholly owned Wells Fargo Bank,
23 N.A. (the "Bank"), which was a national banking association. The
24 deposits of the Bank were insured by the Federal Deposit Insurance
25 Corporation.

26 Wells Fargo's consumer and small business retail banking
27 business was operated by the Community Banking Division of Wells
28 Fargo, which was also known as the Community Bank. The Community Bank

1 was responsible for managing many of the products sold to individual
2 customers and small businesses, including checking and savings
3 accounts, CDs, debit cards, bill pay, and global remittance products.

4 From approximately 2007 to September 2016, defendant was Senior
5 Executive Vice President of Community Banking and was in charge of
6 the Community Bank. All employees within the Community Bank
7 ultimately reported to defendant.

8 Sales Practices Misconduct

9 Within Wells Fargo, problematic sales practices were at times
10 referred to as "gaming," and included employees' manipulation and/or
11 misrepresentation of sales to meet sales goals, receive incentive
12 compensation, or avoid negative employment consequences, such as
13 reprimands or termination. Gaming strategies varied widely and
14 included, in some instances, using existing customers' personal
15 identifying information -- without the customers' consent -- to open
16 accounts. Employees also persuaded customers to open accounts and
17 financial products that the customers authorized but which the
18 employees knew the customers did not actually need or intend to use.
19 This included opening accounts for friends and family members and
20 encouraging customers to open unnecessary or duplicate checking or
21 savings accounts or credit or debit cards. Millions of secondary
22 accounts and products were opened from 2002 to 2016, and many of
23 these were never used by customers.

24 Between 2011 and 2016, the Bank referred more than 23,000
25 employees for sales practices investigation and terminated over 5,300
26 employees for customer-facing sales ethics violations, including, in
27 many cases, for falsifying bank records. Thousands of additional
28 employees received disciplinary action short of termination or

1 resigned prior to the conclusion of the Company's investigations into
2 their sales practices.

3 Defendant

4 By no later than 2004, defendant was aware of sales practices
5 misconduct within the Community Bank and aware of the fact that
6 employees were terminated each year for gaming. Beginning no later
7 than 2006, defendant began receiving information from corporate
8 investigations concerning gaming. Over time, defendant was informed
9 that terminations for gaming in the Community Bank were consistently
10 increasing over time, that the misconduct was linked in part to sales
11 goals within the Community Bank, and that termination numbers likely
12 underestimated the scope of the problem.

13 In October 2013 and December 2013, the Los Angeles Times
14 published news articles reporting on sales practices problems and
15 misconduct at Wells Fargo in Southern California, including the
16 opening of accounts or financial products managed by the Community
17 Bank that were unauthorized or fraudulent. These articles increased
18 the attention Wells Fargo paid to sales practices misconduct,
19 including within the Community Bank. By no later than April 2015,
20 defendant knew that an average of at least 1,000 to 1,200 employees a
21 year were terminated, or resigned pending investigation, for sales
22 practices misconduct. By no later than May 2015, defendant also knew
23 that, although the Community Bank had created the Sales and Service
24 Conduct Oversight Team ("SSCOT") for, among other reasons, the
25 purported purpose of proactively identifying sales misconduct, SSCOT
26 employed proactive monitoring thresholds to identify for
27 investigation employees with the most egregious metrics, which meant
28 that only a small portion of activity considered a "red flag" for

1 sales practices misconduct was investigated. In fact, as of July
2 2014, the thresholds established by SSCOT meant that only the top .01
3 to .05 percent of employees engaging in activity considered a "red
4 flag" for sales practices misconduct were investigated by SSCOT.

5 OCC Examination

6 In May 2015, defendant and others participated in the
7 preparation of written materials for a meeting of the Risk Committee
8 of Wells Fargo's Board of Directors (the "May 2015 Memo"). Defendant
9 knew that the May 2015 Memo would be provided to the Office of the
10 Comptroller Currency ("OCC"), an agency of the United States, in the
11 course of its examination of the Community Bank. Defendant corruptly
12 obstructed the OCC's examination by seeking to minimize the scope of
13 the sales practices misconduct issue reflected in the May 2015 Memo.
14 In particular, notwithstanding the information defendant knew as
15 described above, the May 2015 Memo failed to disclose: (1) statistics
16 on the number of employees who were terminated or resigned pending
17 investigation for sales practices misconduct; and (2) that only a
18 very small percentage of employees who engaged in activity that
19 constituted potential sales practices misconduct was investigated
20 under SSCOT's proactive monitoring standard, as described above.

21 SENTENCING FACTORS AND AGREED-UPON SENTENCE

22 11. Defendant understands that in determining defendant's
23 sentence the Court is required to calculate the applicable Sentencing
24 Guidelines range and to consider that range, possible departures
25 under the Sentencing Guidelines, and the other sentencing factors set
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the
27 Sentencing Guidelines are advisory only.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	14	USSG § 2J1.2(a)
Acceptance of Responsibility:	-2	USSG § 3E1.1
Total Offense Level:	12	
Criminal History Category:	I	

Guideline Range: 10-16 months' imprisonment

13. The parties agree not to argue that any other specific offense characteristics, adjustments, or departures be imposed.

14. Defendant and the USAO agree that, taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant sentencing guideline factors set forth above, an appropriate disposition of this case is that the Court impose a sentence no higher than 16 months' imprisonment; up to three years' supervised release with conditions to be fixed by the Court; a fine of \$100,000; and a \$100 special assessment.

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF VENUE

16 16. Having been fully advised by defendant's attorney regarding
17 the requirements of venue with respect to the offense to which
18 defendant is pleading guilty, to the extent the offense to which
19 defendant is pleading guilty were committed, begun, or completed
20 outside the Central District of California, defendant knowingly,
21 voluntarily, and intelligently waives, relinquishes, and gives up:
22 (a) any right that defendant might have to be prosecuted only in the
23 district where the offense to which defendant is pleading guilty were
24 committed, begun, or completed; and (b) any defense, claim, or
25 argument defendant could raise or assert based upon lack of venue
26 with respect to the offense to which defendant is pleading guilty.

WAIVER OF STATUTE OF LIMITATIONS

17. Having been fully advised by defendant's attorney regarding application of the statute of limitations to the offense to which defendant is pleading guilty, and in addition to the tolling agreements previously entered between defendant and the USAO, defendant hereby knowingly, voluntarily, and intelligently waives, relinquishes, and gives up: (a) any right that defendant might have not to be prosecuted for the offense to which defendant is pleading guilty because of the expiration of the statute of limitations for that offense prior to the filing of the information alleging that offense; and (b) any defense, claim, or argument defendant could raise or assert that prosecution of the offense to which defendant is pleading guilty is barred by the expiration of the applicable statute of limitations, pre-indictment delay, or any speedy trial violation.

LIMITED WAIVER OF DISCOVERY

18. In exchange for the government's obligations under this agreement, defendant gives up any right she may have had to review any additional discovery beyond that which has already been provided to her.

WAIVER OF APPEAL OF CONVICTION

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 20. Defendant agrees that, provided the Court imposes a
5 sentence consistent with paragraph 14 above, defendant gives up the
6 right to appeal any portion of that sentence, and the procedures and
7 calculations used to determine and impose any portion of that
8 sentence.

9 21. The USAO agrees that, provided the Court imposes a sentence
10 consistent with paragraph 14 above, the USAO gives up its right to
11 appeal any portion of that sentence, and the procedures and
12 calculations used to determine and impose any portion of that
13 sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 22. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this agreement; and (b) should the USAO choose to
21 pursue any charge that was either dismissed or not filed as a result
22 of this agreement, then (i) any applicable statute of limitations
23 will be tolled between the date of defendant's signing of this
24 agreement and the filing commencing any such action; and
25 (ii) defendant waives and gives up all defenses based on the statute
26 of limitations, any claim of pre-indictment delay, or any speedy
27 trial claim with respect to any such action, except to the extent
28

1 that such defenses existed as of the date of defendant's signing this
2 agreement.

3 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

4 23. Defendant agrees that if the count of conviction is
5 vacated, reversed, or set aside, both the USAO and defendant will be
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 24. This agreement is effective upon signature and execution of
9 all required certifications by defendant, defendant's counsel, and an
10 Assistant United States Attorney.

11 BREACH OF AGREEMENT

12 25. Defendant agrees that if defendant, at any time after the
13 effective date of this agreement, knowingly violates or fails to
14 perform any of defendant's obligations under this agreement ("a
15 breach"), the USAO may declare this agreement breached. All of
16 defendant's obligations are material, a single breach of this
17 agreement is sufficient for the USAO to declare a breach, and
18 defendant shall not be deemed to have cured a breach without the
19 express agreement of the USAO in writing. If the USAO declares this
20 agreement breached, and the Court finds such a breach to have
21 occurred, then: (a) if defendant has previously entered a guilty plea
22 pursuant to this agreement, defendant will not be able to withdraw
23 the guilty plea, (b) the USAO will be relieved of all its obligations
24 under this agreement, and (c) the Court's failure to follow any
25 recommendation or request regarding sentence set forth in this
26 agreement will not provide a basis for defendant to withdraw
27 defendant's guilty plea.

1 26. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

5 a. Defendant agrees that any applicable statute of
6 limitations is tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action.

8 b. Defendant waives and gives up all defenses based on
9 the statute of limitations, any claim of pre-indictment delay, or any
10 speedy trial claim with respect to any such action, except to the
11 extent that such defenses existed as of the date of defendant's
12 signing this agreement.

13 c. Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to factual basis
16 statement in this agreement; and (iii) any evidence derived from such
17 statements, shall be admissible against defendant in any such action
18 against defendant, and defendant waives and gives up any claim under
19 the United States Constitution, any statute, Rule 410 of the Federal
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
21 Procedure, or any other federal rule, that the statements or any
22 evidence derived from the statements should be suppressed or are
23 inadmissible.

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 27. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept it. Defendant understands that the

1 Court will determine the facts, sentencing factors, and other
2 considerations relevant to sentencing and will decide for itself
3 whether to accept and agree to be bound by this agreement.

4 28. Defendant understands that both defendant and the USAO are
5 free to: (a) supplement the facts by supplying relevant information
6 to the United States Probation and Pretrial Services Office and the
7 Court, (b) correct any and all factual misstatements relating to the
8 Court's Sentencing Guidelines calculations and determination of
9 sentence, and (c) argue on appeal and collateral review that the
10 Court's Sentencing Guidelines calculations and the sentence it
11 chooses to impose are not error, although each party agrees to
12 maintain its view that the calculations and sentence referenced in
13 paragraphs 12 and 14 are consistent with the facts of this case.
14 While this paragraph permits both the USAO and defendant to submit
15 full and complete factual information to the United States Probation
16 and Pretrial Services Office and the Court, even if that factual
17 information may be viewed as inconsistent with the facts agreed to in
18 this agreement, this paragraph does not affect defendant's and the
19 USAO's obligations not to contest the facts agreed to in this
20 agreement.

21 NO ADDITIONAL AGREEMENTS

22 29. Defendant understands that, except as set forth herein,
23 there are no promises, understandings, or agreements between the USAO
24 and defendant or defendant's attorney, and that no additional
25 promise, understanding, or agreement may be entered into unless in a
26 writing signed by all parties or on the record in court.

27 //

28 //

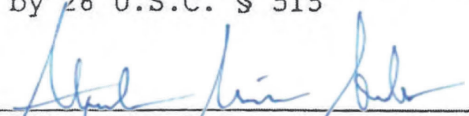
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

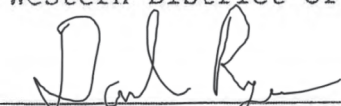
JOSEPH T. MCNALLY
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by 28 U.S.C. § 515


ALEXANDER B. SCHWAB
Assistant United States Attorney

March 11, 2023

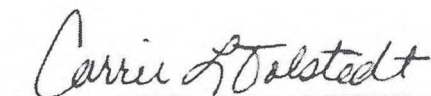
Date

DENA J. KING
United States Attorney
Western District of North Carolina



DANIEL RYAN
Assistant United States Attorney

March 11, 2023

Date


CARRIE L. TOLSTEDT
Defendant

Date


ENU MAINIGI
Attorney for Defendant
CARRIE L. TOLSTEDT

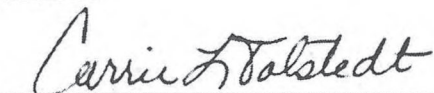
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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



CARRIE L. TOLSTEDT
Defendant




Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Carrie L. Tolstedt's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is informed and voluntary; and the factual basis set forth
7 in this agreement is sufficient to support my client's entry of a
8 guilty plea pursuant to this agreement.

9
10 
11 ENU MAINIGI
12 Attorney for Defendant
13 CARRIE L. TOLSTEDT

3/11/23
Date

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CARRIE L. TOLSTEDT,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1517: Obstruction of
a Bank Examination]

The Attorney for the United States charges:

[18 U.S.C. § 1517]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. Wells Fargo Bank, N.A. ("Wells Fargo"), was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.

2. The Office of the Comptroller of the Currency ("OCC") was an agency of the United States with jurisdiction to conduct examinations of financial institutions.

B. OBSTRUCTION OF BANK EXAMINATION

3. Beginning no later than in or about February 2015 and continuing through at least May 2015, defendant CARRIE L. TOLSTEDT

1 corruptly obstructed an examination of Wells Fargo Bank by the OCC by
2 causing a memorandum that was provided to the OCC to be materially
3 misleading and incomplete.

4
5 JOSEPH T. MCNALLY
6 Attorney for the United States
7 Acting Under Authority Conferred by 28
8 U.S.C. § 515

9 MACK E. JENKINS
10 Assistant United States Attorney
11 Chief, Criminal Division

12 RANEE A. KATZENSTEIN
13 Assistant United States Attorney
14 Chief, Major Frauds Section

15 ALEXANDER B. SCHWAB
16 CAROLYN S. SMALL
17 Assistant United States Attorneys
18 Major Frauds Section
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